

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Alexandria Division**

IN RE:	)	
	)	
SKIN LOGIC, LLC	)	Case No. 23-11352-KHK
	)	Chapter 11
Debtor	)	

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**FIRST NOTICE TO COUNTERPARTIES  
TO POTENTIALLY ASSUMED EXECUTORY CONTRACTS  
AND UNEXPIRED LEASES**

**YOU ARE RECEIVING THIS NOTICE  
BECAUSE YOU OR ONE OF YOUR AFFILIATES IS A  
COUNTERPARTY TO AN EXECUTORY CONTRACT OR  
UNEXPIRED LEASE WITH ONE OR MORE OF THE DEBTORS AS SET  
FORTH ON EXHIBIT A AND EXHIBIT B, RESPECTIVELY, ATTACHED HERETO.<sup>1</sup>**

**PLEASE TAKE NOTICE** that, on May 13, 2024, Stephen A. Metz, Subchapter V trustee (the "Trustee") for Skin Logic, LLC (the "*Debtor*") filed a motion (the "*Bidding Procedures Motion*") with the United States Bankruptcy Court for the Eastern District of Virginia (the "*Bankruptcy Court*") seeking entry of an order (a) authorizing and approving bidding procedures with stalking horse bid protections in connection with the sale of substantially all of the Debtor's assets, (b) approving procedures for the assumption and assignment of contracts and leases and noticing of related cure amounts, and (c) scheduling the sale hearing and setting other related dates and deadlines, all as further described in the Bidding Procedures Motion. Please note that all capitalized terms used but not defined herein shall have the meanings set forth in the Bidding Procedures Motion.

**PLEASE TAKE FURTHER NOTICE** that, on June 13, 2024, the Bankruptcy Court entered an order approving the Bidding Procedures [Docket No. 128] (the "*Bidding Procedures Order*").

**PLEASE TAKE FURTHER NOTICE** that, on July 30, 2024 (the "*Sale Hearing*"), the Debtors intend to seek entry of an order approving a sale to the Purchaser (or other successful bid) (the "*Sale Order*") or other successful bidder. To the extent that there are any inconsistencies between the Bidding Procedures Order and the summary description of the terms and conditions contained in this Notice, the terms of the Bidding Procedures Order shall control.

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<sup>1</sup> This notice is being sent to counterparties to Contracts and Leases. This Notice is not an admission by the Trustee that such contract or lease is executory or unexpired. Pursuant to the Bidding Procedures Order, cure notices such as this must be filed and served on or before July 3, 2024. The Trustee anticipates filing and serving additional notices.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Bidding Procedures Order, the Trustee may assume and assign to the Purchaser or other successful bidder either on the date of the closing of the Sale (the "*Closing Date*") to the Purchaser or to such successful bidder, or on or before the Designation Deadline (as defined in, and pursuant to, the APA) the Contracts and Leases listed on Exhibit A and Exhibit B attached hereto to which you are a counterparty. The Trustee has conducted a review of Debtor's books and records and has determined that the cure amount for unpaid monetary obligations under such Contracts and Leases is as set forth on Exhibit A and Exhibit B attached hereto (the "*Cure Amount*").

**Objections to Cure Amount and Adequate Assurance:**

**PLEASE TAKE FURTHER NOTICE** that, if you disagree with the proposed Cure Amount, object to the proposed assignment to the Purchaser of any Contract or Lease, or object to the Purchaser's ability to provide adequate assurance of future performance with respect to any Contract or Lease, your objection must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules and Local Bankruptcy Rules; (iii) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure Amount, the correct cure amount alleged by the objecting counterparty, together with any applicable and appropriate documentation in support thereof; and (iv) be filed with the Bankruptcy Court and served by no later than July 24, 2024, (the "*Objection Deadline*") on the Trustee: Stephen A. Metz, Offit Kurman, P.A., 7501 Wisconsin Avenue, Suite 1000W, Bethesda, MD 20814, [smetz@offitkurman.com](mailto:smetz@offitkurman.com), TEL: (240) 507-1723.

**PLEASE TAKE FURTHER NOTICE** that, if and only if the Purchaser is not the successful bidder for the Debtor's assets, you shall have through and until the Sale Hearing to object to the proposed assumption and assignment of any Contract or Lease solely on the issue of whether the successful bidder can provide adequate assurance of future performance as required by section 365 of the Bankruptcy Code. For the avoidance of doubt, if the Purchaser is the successful bidder, all adequate assurance objections must be filed by the Objection Deadline.

**PLEASE TAKE FURTHER NOTICE** that, requests for adequate assurance information for the Purchaser is available by contacting Trustee.

**PLEASE TAKE FURTHER NOTICE** that, with respect to objections to the assumption and assignment of any Contract or Lease, any party who fails to timely file an objection to its scheduled Cure Amount listed on the Cure Notice or to the assumption and assignment of any Contract or Lease (a) shall be forever barred from objecting thereto, including (i) making any demands for additional cure amounts or monetary compensation on account of any alleged defaults against the Debtor, its estates, the Purchaser or other successful bidder arising from the Auction, if any, with respect to any such Contract or Lease and (ii) asserting that the Purchaser or other successful bidder has not provided adequate assurance of future performance as of the date of the Sale Order and (b) shall be deemed to consent to the Sale.

Any objection to the proposed assumption and assignment of a Contract or Lease or related Cure Amount in connection with the Sale that remains unresolved as of the Sale Hearing shall be heard at the Sale Hearing (or at a later date as fixed by the Court).

**Sale Hearing:**

**PLEASE TAKE FURTHER NOTICE** that, the Sale Hearing is presently scheduled to take place on **July 30, 2024, at 12:00 p.m.** Eastern Time, or as soon thereafter as counsel may be heard, before the Honorable Klinette H. Kindred, United States Bankruptcy Judge, at **U.S. Bankruptcy Court, Eastern District of Virginia, 200 S. Washington Street, Alexandria, VA 22314, Judge Kindred's Courtroom.**

**PLEASE TAKE FURTHER NOTICE** that, notwithstanding anything herein, the mere listing of any Contract or Lease on the Cure Notice does not require or guarantee that such Contract or Lease will be assumed and assigned, and all rights of the Trustee with respect to such Contracts and Leases are reserved. Moreover, the Trustee explicitly reserves his right, in his sole discretion, to seek to reject or assume each Contract or Lease pursuant to section 365(a) of the Bankruptcy Code and in accordance with the procedures allowing the Purchaser (or, as applicable, any successful bidder) to designate Contracts and Leases as assumed on or before the Closing Date (as defined in the APA) and set forth more fully in the Sale Order approving, among other things, (i) the sale of the Debtor's assets, free and clear of liens, claims, encumbrances and interests contemplated by the APA, and the (ii) assumption and assignment of certain Contracts and Leases.

**PLEASE TAKE FURTHER NOTICE** that, nothing herein (i) alters in any way the prepetition nature of the Contracts and Leases or the validity, priority or amount of any claims of a counterparty to any Contract or Lease against the Debtor that may arise under such Contract or Lease, (ii) creates a postpetition contract or agreement, or (iii) elevates to administrative expense priority any claims of a counterparty to any Contract or Lease against the Debtor that may arise under such Contract or Lease.

Respectfully submitted,

**OFFIT KURMAN, P.A.**

By: /s/ Stephen A. Metz  
Stephen A. Metz, Esq. (Bar. No. 89738)  
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*Subchapter V Trustee*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 18<sup>th</sup> day of June, 2024, a copy of this Notice was served upon all parties receiving electronic notice via CM/ECF, and via email to Angela Shortall, CRO for BNG at [ashortall@3cubed-as.com](mailto:ashortall@3cubed-as.com).

/s/ Stephen A. Metz  
Stephen A. Metz

**EXHIBIT A**  
**(Executory Contracts)**

None at this time. Pursuant to the Bidding Procedures Order, cure notices such as this must be filed and served on or before July 3, 2024.

**EXHIBIT B**  
**(Unexpired Leases)**

1. Lease with BNG Group, LLC.
  - a. Trustee intends to assume and assign the Deed of Lease dated February 25, 2013, as amended by a First Amendment to Lease Agreement dated February 10, 2015, and as further amended by a Second Amendment to Office Lease Agreement, dated March 19, 2017 (collectively, the “Original Lease”), pursuant to which Debtor leases 18,317 rentable square feet known as Suites 100, 120, 170 and 180, men’s and women’s restrooms on the first floor and Suites 240 and 260 (collectively, the “Premises”) in the building located at 2 Pidgeon Hill Drive, Sterling, Virginia 20165 (“Building”).
  - b. The Original Lease will be amended by an Amended and Restated Deed of Lease, and the Trustee shall cure any monetary defaults pursuant to an agreement to be reached (prior to the entry of an order approving the assumption and assignment) between BNG Group, LLC and the Trustee.

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